

OPEIU Local 8 and Samaritan Healthcare Contract Negotiations

Tentative Agreement

11/7/17

1. PREAMBLE – Revise to read:

THIS AGREEMENT is made and entered into by and between Grant County Public Hospital District No. 1 Samaritan Healthcare, herein referred to as ~~the Samaritan Healthcare~~, "Hospital" or the "Employer," and the Office and Professional Employees International Union, Local ~~23~~ 8, AFL-CIO, CLC, herein referred to as the "Union." (TA 6/1/17)

2. ARTICLE 2 – DEFINITIONS

2.1 Definitions. – Revise to read:

For the purposes of this Agreement, “employee” and “employees” as and whenever used herein shall mean and include those persons employed by the ~~Hospital~~ Grant County Public Hospital District No. 1 and it’s facilities in classifications covered by this Agreement as set forth in the attached Appendix “A” listing of classifications and wage scales, including those employees under Sections 2.4 through 2.7 of this Agreement. (TA 7/11/17)

2.7 Temporary Employee. – Revise to read:

A temporary employee is a non-bargaining unit employee who is hired for an interim period of ninety (90) days or less. Employee and the Union will be notified by the Hospital in writing of this temporary status when hired. Temporary employees will not be utilized to fill regular positions beyond ninety (90) days except for the following:

- (a) Temporary employees hired to replace a regular employee on sick leave or leave of absence may be retained on a temporary status for the duration of the leave.
- (b) Temporary employees hired specifically for vacation relief.
- (c) ~~Temporary employees may be used to fill positions for which no qualified permanent candidates may be found.~~
- (d) In extenuating circumstances, temporary assignments may be extended beyond the ninety (90) day period by mutual agreement between the Hospital and the Union.

(TA 7/11/17)

2.8 Courtesy. – Delete:

~~Employees, regardless of position or profession, agree to perform in an efficient, courteous, and dignified manner when such individuals interact with fellow employees, patients and the public.~~
(TA 6/1/17)

3. ARTICLE 4 – UNION SECURITY

4.1 Union Security. – Revise to read:

Employees shall have the option of joining or not joining the Union. Such determination must be made within thirty (30) days of the effective date of this ~~document~~ Agreement, within thirty (30) days from the date of hire, or within thirty (30) days of a transfer of status from on-call/per diem to part-time or full-time. Employees choosing to join the Union may submit a dues authorization card to the ~~Hospital~~ Employer. An employee joining the Union must maintain such membership as a condition of employment for the life of this Agreement.

Employees choosing not to join the Union must submit such declaration to the Union through certified mail with a copy forwarded to Personnel for placement in the personnel file. Failure to submit such declaration within thirty (30) day period shall require the employee, as a condition of employment, to become a member of the Union for the life of this Agreement. The thirty (30) day time period begins on the effective date of this Agreement, the hire date, or the status change date. Letters sent prior to any of those dates shall not be considered a valid declaration and will be rejected by the Union. This rejection will result in a determination that the employee as a condition of employment must become a member of the Union for the life of this Agreement. A dispute regarding the validity of a letter sent to the Union may be settled through proof retained by the employee that a letter was sent through certified mail on the appropriate date to satisfy the timeframe identified in this Article. It is the employee's responsibility to retain this proof.

(TA 11/7/17)

4.2 Dues Checkoff. – Revise to read:

The Hospital shall deduct from each Union member's wages over every pay period each month the amount of monthly Union dues ~~uniformly~~ required by the Union of all employees covered by this Agreement who have voluntarily agreed in writing to a written assignment such payroll deductions. ~~This written assignment will stay in effect for the duration of this Agreement.~~

(TA 7/11/17)

4.4 Listing Of Employees. – Revise to read:

The Hospital shall furnish to the Union on a monthly basis a listing of all bargaining unit employees, hire date, working status (full-time, part-time, temporary), classifications, wage scales, departments, shifts and employees' home addresses and phone numbers, work emails, and hourly rate of pay. The Hospital shall monthly furnish the Union with a list of any new hires, transfers, promotions, or terminations within the bargaining unit. (TA 6/1/17)

4. ARTICLE 6 – UNION BUSINESS

6.1 Access to Premises. – Revise to read:

The Union's authorized staff representatives may have access to the Employer's premises where employees covered by this contract are working, excluding direct patient care areas, for the purposes of investigating grievances and compliance with this contract; ~~at reasonable times, with~~

twenty-four (24) hour notice to the Employer. The Union's representative will provide the Hospital twenty-four (24) hour notice of its intended visit, shall advise the Employer as to which department or area the staff representative wishes to visit and will confine such visits to the department and areas agreed upon. Such visits shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care. (TA 6/1/7)

6.3 Chief Steward. – Delete:

~~The Union will designate Chief Stewards for the purpose of assisting in the grievance procedure as set forth herein.~~ (TA 6/1/17)

6.6 New Hire. – Revise to read:

Chief Stewards and the Union office will receive a list of new employees at time of hire date via e-mail. The Bargaining Unit Representative will be allowed one-half (1/2) hour during the orientation session to introduce this contract to newly employed staff. Such presentation will be on the representative's non-paid time. (TA 7/11/17)

6.9 Negotiations. – Revise to read:

Bargaining unit representatives and negotiating team members shall request unpaid time off for negotiating from their appropriate Unit Director. The Unit Director will make a reasonable effort to provide the time off so long as patient care requirements can be met. Bargaining Team Members will continue to accrue seniority hours and all other accruals while attending contract negotiations during their regularly scheduled hours of work. The Union will report these seniority hours to Human Resources. (TA 9/8/17)

5. ARTICLE 7 – EMPLOYMENT PRACTICES

7.2 Voluntary Resignation. – Revise to read:

Employees in a Job Classifications Group A and B shall be required to give three (3) weeks' written notice of resignation in order to be compensated for accrued paid time off or other benefits. Employees in Job Classification Group C shall be required to give two (2) week's written notice of resignation in order to be compensated for accrued paid time off or other benefits. The ~~three (3) weeks~~² respective notice requirements may be waived in the discretion of the Hospital based on exceptional circumstances beyond the control of the employee. Once notice has been given, neither PTO nor any other benefit is available for use. (TA 9/8/17)

6. ARTICLE 12 – SCHEDULING

12.3 Posting. – Revise to read:

~~Where applicable, w~~Work schedules shall be posted four (4) weeks in advance or by the 20th of the month, in a visible place of ready access to all departmental employees. Schedule changes will

be posted by Thursday of the week preceding the schedule change, except for emergencies or changes not known at that time.

Apply the “Bubblesheet” Letter of Understanding of April 1, 2013 to all bargaining unit classifications except:

Accounting, Cardiac Rehab, Education, Health Information Management, Information Technology, Interpreters, Medical Staff, PFS Clinic, PFS Hospital, Pharmacy, Physical Therapy, Plant Services, Purchasing and Sterile Processing.
(TA 11/7/17)

12.4 Rest Between Shifts. – Revise to read:

In scheduling work assignments, the Hospital will make a good faith effort to schedule employees with at least twelve (12) hours off between shifts. In the event an employee is mandatorily required to work with less than twelve (12) hours off between shifts, all time worked within this twelve (12) hour period shall be paid at time and one-half (1½), and any shift starting within this twelve (12) hour period shall be at time and one half (1 ½) for all hours worked on that shift. Individuals who voluntarily trade shifts will not be eligible for time and one-half (1½).
(TA 10/10/17)

7. ARTICLE 13 – COMPENSATION

13.1 Wage Schedule. :

Effective the first day of the first pay period in July 2017 – increase all wage rates and the wage scale by three percent (3%).

Effective the first day of the first pay period in July 2018 – increase all wage rates and the wage scale by three percent (3%).

Effective the first day of the first pay period in July 2019 – increase all wage rates and the wage scale by three percent (3%).

13.4 Wage Rate Upon Promotion. - Revise to read:

Employees accepting a promotion into a higher classification shall be placed at the step that most closely reflects their previous rate of pay plus an additional five (5) percent, or to the entry step of the new range, whichever is higher. If the employee’s past experience is directly related to the new position in a higher classification, and the employee was not given credit for this relevant experience previously because it was not directly related to his or her current position, a new determination of a step level shall be considered which may be higher than a five percent (5%) increase or base step placements. The next step increase after a promotion shall occur after the completion of twelve (12) months ~~and 2080 hours per the definition of month and year in Section 2.10 from the~~ effective the beginning of the pay period following the effective date of the promotion. Credit for the employee’s relevant past experience shall be in the judgment of the employer. (TA 7/11/17)

13.9 Standby Pay. – Effective July 2017, increase standby pay to \$4.00 per hour for Group “A” of the Job Classifications with Premiums Addendum. (TA 10/10/17)

13.13 Lead Pay. – Effective July 2017, increase Lead pay to \$1.25 per hour. (TA 7/11/17)

13.19 Spanish Interpreter Pay. – Maintain current language; The Employer will issue a written directive to Managers and Providers directing that no bargaining unit member be required to provide interpretation services unless they are eligible to do so under the Collective Bargaining Agreement, No employee shall be disciplined in any way, up to and including termination for objecting to and/or declining to provide interpretation services consistent with this paragraph. (TA 10/10/17)

new 13.20 Pay Equity:

Upon written request by an employee, the Employer will promptly investigate the employee’s inquiry relating to inequity in the employee’s pay. The Employer will respond to such requests, in writing, within fourteen (14) days. If an inequity is determined, an appropriate adjustment shall be made to the employee’s pay. Such equity adjustment will be effective back to the date a request was first submitted to the Employer. (TA 11/7/17)

8. ARTICLE 31 – DURATION

31.1 – Revise to read:

This Agreement shall become effective upon execution, and shall continue in effect until June 30, ~~2017~~ 2020. It is the express intent of the parties that this Agreement terminate in its entirety at such time and is excluded from the provisions of RCW 41.56.123. (TA 11/7/17)

9. JOB CLASSIFICATIONS WITH PREMIUMS ADDENDUM

Add the following new Job Classifications:

Group A: Speech Language Pathologist and Exercise Specialist

Group B: Health Unit Coordinator and Perioperative Materials Specialist
(TA 10/10/17)

10. MISCELLANEOUS

Maintain all Letters of Agreement and Addendums in the 2014 – 2017 CBA. (TA 11/7/17)